

EXHIBIT A

1 VEDDER PRICE (CA), LLP
2 Heather M. Sager, Bar No. 186566
3 hsager@vedderprice.com
4 Ayse Kuzucuoglu, Bar No. 251114
5 akuzucuoglu@vedderprice.com
6 275 Battery Street, Suite 2464
7 San Francisco, California 94111
8 T: +1 415 749 9500
9 F: +1 415 749 9502

10 Attorneys for Defendant
11 HARRISON GLOBAL, LLC dba
12 BOSTON COACH

13

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SAN MATEO

16 ROBERT BENSON, individually, and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.
20 HARRISON GLOBAL, LLC DBA BOSTON
21 COACH, and DOES 1 through 100, inclusive,

22 Defendant.

23 Case No. 17CIV00921

24 DEFENDANT HARRISON GLOBAL,
25 LLC DBA BOSTON COACH'S
26 ANSWER TO PLAINTIFF'S
27 COMPLAINT

28 Trial Date: None set.
Date Action Filed: March 3, 2017

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
8010
8011
8012
8013
8014
8015
8016
8017
8018
8019
8020
8021
8022
8023
8024
8025
8026
8027
8028
8029
8030
8031
8032
8033
8034
8035
8036
8037
8038
8039
8040
8041
8042
8043
8044
8045
8046
8047
8048
8049
8050
8051
8052
8053
8054
8055
8056
8057
8058
8059
8060
8061
8062
8063
8064
8065
8066
8067
8068
8069
8070
8071
8072
8073
8074
8075
8076
8077
8078
8079
8080
8081
8082
8083
8084
8085
8086
8087
8088
8089
8090
8091
8092
8093
8094
8095
8096
8097
8098
8099
80100
80101
80102
80103
80104
80105
80106
80107
80108
80109
80110
80111
80112
80113
80114
80115
80116
80117
80118
80119
80120
80121
80122
80123
80124
80125
80126
80127
80128
80129
80130
80131
80132
80133
80134
80135
80136
80137
80138
80139
80140
80141
80142
80143
80144
80145
80146
80147
80148
80149
80150
80151
80152
80153
80154
80155
80156
80157
80158
80159
80160
80161
80162
80163
80164
80165
80166
80167
80168
80169
80170
80171
80172
80173
80174
80175
80176
80177
80178
80179
80180
80181
80182
80183
80184
80185
80186
80187
80188
80189
80190
80191
80192
80193
80194
80195
80196
80197
80198
80199
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250<br

1 Harrison Global, LLC dba Boston Coach (“Defendant” or “Harrison Global”) hereby
 2 answers the unverified Complaint filed by Plaintiff Robert Benson (“Plaintiff”) as follows:

3 **GENERAL DENIAL**

4 Pursuant to the provisions of Section 431.30, *et seq.*, of the California Code of Civil
 5 Procedure, Defendant generally denies each and every material allegation in the Complaint, and
 6 specifically denies that Plaintiff has been damaged in any amount, sum or manner whatsoever by
 7 reason of any alleged acts or omissions on the part of Defendant or its officers, directors,
 8 employees and/or agents.

9 **AFFIRMATIVE DEFENSES**

10 Pursuant to the provisions of section 431.30(g) of the California Code of Civil Procedure,
 11 and without waiving or excusing Plaintiff’s applicable burdens of proof or admitting that
 12 Defendant has any burden of proof as to any defense, Defendant hereby asserts the following
 13 affirmative defenses. Defendant has not completed its investigation of the facts of this case, has
 14 not completed discovery in this matter, and has not completed its preparation for trial. The
 15 affirmative defenses asserted herein are based on Defendant’s knowledge, information, and belief
 16 at this time, and Defendant specifically reserves the right to modify, amend, or supplement any
 17 affirmative defenses contained herein. Subject to the preceding qualifications, Defendant alleges
 18 the following separate affirmative defenses to the Complaint:

19 **FIRST AFFIRMATIVE DEFENSE**

20 (Not Appropriate for Class Action)

21 The Complaint, and each cause of action alleged therein, fails, in whole or in part, because
 22 Plaintiff has failed to adequately plead and establish the necessary elements for a class action
 23 pursuant to the California Code of Civil Procedure. Plaintiff, therefore, should be barred from
 24 maintaining this case as a class action.

25 Plaintiff only worked for Harrison Global from July 14, 2014 through December 31, 2015;
 26 he is not currently employed by Harrison Global. Therefore, he cannot adequately represent the
 27 interests of the putative class members. Moreover, Plaintiff also cannot establish that common

1 questions of law and fact exist as to all members of the putative class and cannot show typicality
 2 of his claims. Defendant properly paid its hourly employees and provided them with legally
 3 compliant meal and rest breaks. Plaintiff's habits regarding taking meal and rest breaks, and his
 4 work hours impact each of those factors on the calculation and payment of his wages. Given the
 5 discrepancies between the experiences of Plaintiff and the putative class members and the fact
 6 that each California location has unique operations, a class action is not the superior method of
 7 adjudicating Plaintiff's claims, and public policy considerations weigh against class action
 8 treatment of claims that require individualized analysis.

9 **SECOND AFFIRMATIVE DEFENSE**

10 (Paid as Required by Law)

11 The Complaint, and each cause of action alleged therein, fails, in whole or in part, because
 12 Plaintiff and the proposed class members were at all times properly and timely paid all
 13 compensation due to them, as required by law. Plaintiff only worked for Harrison Global from
 14 July 14, 2014 through December 31, 2015; he is not currently employed by Harrison Global.
 15 Therefore, he cannot adequately represent the interests of the putative class members. Defendant
 16 properly paid its hourly employees and provided them with legally compliant meal and rest
 17 breaks. Therefore, Plaintiff and the putative class members were paid all wages owed to them.

18 **THIRD AFFIRMATIVE DEFENSE**

19 (Acts of Third Parties)

20 Defendant's conduct is not the sole and proximate cause of the alleged damages and
 21 losses, if any. Any damages awarded to the Plaintiff and the proposed class members must be
 22 apportioned according to the respective fault and legal responsibility of all parties, persons, and
 23 entities or their agents, servants, and employees who contributed to and/or caused the alleged
 24 damages, if any, according to the proof presented at the time of trial. Plaintiff only worked for
 25 Harrison Global July 14, 2014 through December 31, 2015; he is not currently employed by
 26 Harrison Global. Therefore, if Plaintiff suffered damages outside of his employment period,
 27 Harrison Global cannot be held liable. Neither Plaintiff nor any of the other putative class

1 members reported local policies or practices that deprived them of wages, and meal and rest break
 2 rights, or led to inaccurate compensation for hours worked. If putative class members failed to
 3 accurately clock in/out, chose not to take the breaks provided to them, or did not notify
 4 management, Human Resources, or other company representatives that their rights had been
 5 compromised, then they did not properly mitigate their damages. Defendant's policies and
 6 practices in regard to the alleged behaviors comply fully with the law. If Plaintiff and the
 7 putative class failed to follow such policies and practices, the blame should not lie with the
 8 Defendant.

9 **FOURTH AFFIRMATIVE DEFENSE**

10 (Waiver of Consent)

11 The Complaint, and each cause of action alleged therein, fails, in whole or in part, because
 12 the Plaintiff and the proposed class members consented to the conduct complained of or have
 13 otherwise waived the right, by reason of their conduct and actions, to assert the claims alleged in
 14 the Complaint. Plaintiff only worked for Harrison Global July 14, 2014 through December 31,
 15 2015; he is not currently employed by Harrison Global. Therefore, he cannot adequately
 16 represent the interests of the putative class members. Neither Plaintiff nor any of the other
 17 putative class members have reported local policies or practices that deprived them of their meal
 18 and rest break rights, or led to inaccurate compensation for hours worked. If putative class
 19 members accurately clocked in/out, took breaks as available by law and policy, and promptly
 20 notified management, Human Resources, or other representatives that their rights had been
 21 compromised, their potential damages would have been mitigated and/or any issues could have
 22 been addressed and corrected, if warranted. Defendant's policies and practices in regard to the
 23 alleged behaviors comply fully with the law. If Plaintiff and the putative class failed to follow
 24 such policies and practices, the blame should not lie with the Defendant.

25 ///

26 ///

27

28

FIFTH AFFIRMATIVE DEFENSE

(Statutes of Limitation)

All the claims alleged by the Plaintiff and the proposed class members are barred, in whole or in part, by the applicable statutes of limitations, including but not limited to California Code of Civil Procedure §§ 337, 338, 339, 340 and 343 and California Business and Professions Code §17208. Pursuant to California Code of Civil Procedure Section 458, “[i]n pleading the statute of limitations, it is not necessary to state the facts showing the defense.”

SIXTH AFFIRMATIVE DEFENSE

(No Penalties; Good Faith Dispute as to Wages Owed)

Plaintiff's claim of penalties under the first, second and third causes of action for alleged wage violations under the California Labor Code fail because there is a good faith dispute as to Defendant's obligation to pay any wages which may be found to be due. Plaintiff only worked for Harrison Global July 14, 2014 through December 31, 2015; he is not currently employed by Harrison Global. Defendant has a good faith dispute as to whether wages and penalties are owed during and outside of this period. Plaintiff and the putative class members were provided the opportunity to take meal and rest breaks in accordance with the law, and Defendant has a good faith belief that all putative class members have timely been paid all compensation due and owing them, including at separation (where applicable).

SEVENTH AFFIRMATIVE DEFENSE

(No Knowledge, Authorization or Ratification)

Defendant is not liable for the alleged damages to the Plaintiff and the proposed class for any of the claims alleged in the Complaint because, if any person or entity engaged in intentional, willful or unlawful conduct as alleged in the Complaint, such person or entity did so without the knowledge, authorization or ratification of the Defendant. Plaintiff only worked for Harrison Global July 14, 2014 through December 31, 2015; he is not currently employed by Harrison Global. Therefore, if Plaintiff suffered damages outside of his employment period, Harrison Global cannot be held liable for it. Moreover, before litigation commenced and Plaintiff raised

1 these claims, Defendant had no knowledge of the alleged behavior or omissions and cannot be
 2 found to have acted with intent or conscious disregard such that the requested (increased)
 3 damages would be appropriate.

4 **EIGHTH AFFIRMATIVE DEFENSE**

5 (Meal Breaks Offered in Compliance with Law)

6 Plaintiff's first cause of action related to alleged meal break violations, fails, in whole or
 7 in part, because Defendant offered Plaintiff and the proposed class members all legally mandated
 8 meal breaks, pursuant to their obligations under California law. Plaintiff only worked for
 9 Harrison Global July 14, 2014 through December 31, 2015; he is not currently employed by
 10 Harrison Global. Therefore, if Plaintiff suffered meal break violations outside of his employment
 11 period, Harrison Global cannot be held liable for it. Moreover, Defendant should not be held
 12 liable for Plaintiff and the putative class members' unauthorized failure to comply with the
 13 policies of their employer or for their voluntary decision to waive breaks.

14 **NINTH AFFIRMATIVE DEFENSE**

15 (Rest Periods Offered in Compliance with Law)

16 Plaintiff's first cause of action related to alleged rest break violations, fails, in whole or in
 17 part, because Defendant offered Plaintiff and the proposed class members all legally mandated
 18 rest breaks, pursuant to their obligations under California law. Defendant should not be held
 19 liable for Plaintiff and the putative class members' unauthorized failure to comply with the
 20 policies of their employer or for their voluntary decision to waive breaks. Moreover, Plaintiff
 21 only worked for Harrison Global July 14, 2014 through December 31, 2015; and he currently is
 22 not employed by Harrison Global. Therefore, if Plaintiff suffered damages outside of his
 23 employment period, Harrison Global cannot be held liable for it.

24 **TENTH AFFIRMATIVE DEFENSE**

25 (Consent/Waiver of Meal and Rest Breaks)

26 Plaintiff's first cause of action related to alleged meal and rest break violations, fails, in
 27 whole or in part, because to the extent the Plaintiff and the proposed class members failed to take
 28

1 a meal or rest break, they consented to waive or have otherwise voluntarily waived their breaks,
 2 as allowed by California law. Defendant believes that putative class members exercised their
 3 right to take (or waive) rest breaks, as they chose. If Plaintiff failed to take the meal and rest
 4 breaks provided to him, he did so voluntarily. Moreover, Plaintiff only worked for Harrison
 5 Global July 14, 2014 through December 31, 2015; and he currently is not employed by Harrison
 6 Global. Therefore, if Plaintiff suffered damages outside of his employment period, Harrison
 7 Global cannot be held liable for it.

8 **ELEVENTH AFFIRMATIVE DEFENSE**

9 (Failure to Comply with Employer's Directives)

10 The Complaint, and each cause of action alleged therein, fails, in whole or in part, because
 11 the Plaintiff and the proposed class members failed to substantially comply with all the directions
 12 of Defendant, their employers, as required by California Labor Code Section 2856. All hourly
 13 employees are instructed to accurately record any time working, to ensure information is
 14 accurately reported for the purpose of calculating all components of compensation and to timely
 15 take their meal and rest breaks. If Plaintiff or the putative class members failed to do so, they
 16 were in direct violation of Defendant's policies. Employees also are informed of resources to call
 17 upon in the event they do not understand Company policies or have identified an apparent pay
 18 discrepancy, management problem, or inconsistency with their understanding of the terms and
 19 conditions of their employment (e.g., supervisors preventing them from exercising their meal and
 20 rest break rights). Again, failure to lodge such reports would be in violation of Defendant's
 21 policies. Moreover, Plaintiff only worked for Harrison Global July 14, 2014 through December
 22 31, 2015; and he currently is not employed by Harrison Global. Therefore, if Plaintiff suffered
 23 damages outside of his employment period, Harrison Global cannot be held liable for it.

24 **TWELFTH AFFIRMATIVE DEFENSE**

25 (No Unlawful or Unfair Business Practices)

26 Plaintiff's fourth cause of action for unfair competition fails because Defendant is not
 27 liable to Plaintiff and the proposed class members for any alleged violation of any underlying
 28

1 state or federal laws. Plaintiff and the putative class members were offered meal and rest breaks
 2 in accordance with the law. Defendant believes that putative class members exercised their right
 3 to take breaks. If Plaintiff failed to take the meal and rest breaks available to him, he did so
 4 voluntarily and without the knowledge and consent of his employer. Defendant believes all
 5 hourly employees have been paid all amounts due and owing them under the law. Therefore,
 6 Defendant did not engage in any of the legal violations Plaintiff alleges. Moreover, Plaintiff only
 7 worked for Harrison Global July 14, 2014 through December 31, 2015; and he currently is not
 8 employed by Harrison Global. Therefore, if Plaintiff suffered damages outside of his
 9 employment period, Harrison Global cannot be held liable for it.

10 **THIRTEENTH AFFIRMATIVE DEFENSE**

11 (No Injury Resulting From Business Practice)

12 Plaintiff's claims under California Business & Professions Code section 17200, *et seq.*
 13 (sixth cause of action), are barred, in whole or in part, because the Plaintiff and the proposed class
 14 members have not suffered an injury as a result of the alleged practices and therefore lack
 15 standing. Defendant believes in good faith that all putative class members have been paid in full
 16 all amounts due and owing them under the law for overtime, straight time, commissions, and
 17 bonuses. Rest breaks are paid, and Defendant's policies and practices are to allow employees to
 18 take their rest breaks as the law requires. Defendant has legally-compliant policies of providing
 19 meal breaks, paying premium pay for missed breaks, and prohibiting off-the-clock work.
 20 Moreover, Plaintiff only worked for Harrison Global July 14, 2014 through December 31, 2015;
 21 and he currently is not employed by Harrison Global. Therefore, if Plaintiff suffered damages
 22 outside of his employment period, Harrison Global cannot be held liable for it.

23 **FOURTEENTH AFFIRMATIVE DEFENSE**

24 (Reasonably Avoidable Consequences)

25 The Complaint, and each cause of action alleged therein, is barred, in whole or in part, to
 26 the extent Plaintiff and the proposed class members are seeking recovery of damages for alleged
 27 injuries that they could reasonably have avoided. If Plaintiff or putative class members

1 voluntarily waived meal and rest breaks, it was of their own accord. If they failed to accurately
 2 record and report their work hours or did not accurately record their time, that too was of their
 3 own accord. If they failed to report circumstances that compromised their break rights or
 4 impacted their compensation, that also was their fault. Moreover, Plaintiff only worked for
 5 Harrison Global July 14, 2014 through December 31, 2015; and he currently is not employed by
 6 Harrison Global. Therefore, if Plaintiff suffered damages outside of his employment period,
 7 Harrison Global cannot be held liable for it.

8 **FIFTEENTH AFFIRMATIVE DEFENSE**

9 (Bad Faith Claim)

10 The Complaint, and each cause of action alleged therein, fails, in whole or in part, because
 11 this action is frivolous and brought by the Plaintiff in bad faith. By reason of such conduct,
 12 Defendant is entitled to and intend to seek reasonable expenses, including attorneys' fees,
 13 incurred in defending this action pursuant to California law. Plaintiff knows Defendant offered
 14 meal and rest breaks as required by law, and he was timely and appropriately paid all
 15 compensation due and owing him. Defendant believes these facts are true for all putative class
 16 members. Moreover, Plaintiff only worked for Harrison Global July 14, 2014 through December
 17 31, 2015; and he currently is not employed by Harrison Global. Therefore, if Plaintiff suffered
 18 damages outside of his employment period, Harrison Global cannot be held liable for it.

19 **SIXTEENTH AFFIRMATIVE DEFENSE**

20 (Payment of Compensation)

21 The Complaint, and each cause of action alleged therein, is barred, in whole or in part, to
 22 the extent the Plaintiff and the proposed class members have ever recovered by other means or
 23 via other proceedings any monies for the wages, benefits, or other compensation at issue in this
 24 action. Upon information and belief, Defendant asserts that Plaintiff and other putative class
 25 members may have recovered monies in other proceedings for the compensation-based claims at
 26 issue in this case.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Prior Settlement and Release of Claims)

The Plaintiff and the proposed class members' claims are barred, in whole or in part, by virtue of any prior settlement and release of said claims. Upon information and belief, Defendant believes at least some of the putative class members may have participated in settlement of compensation claims at issue in this case.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Res Judicata and/or Collateral Estoppel)

The claims alleged by the Plaintiff and the proposed class members are barred, in whole or in part, by the doctrine of *res judicata* and/or collateral estoppel. The claims alleged by the Plaintiff and the proposed class members are barred to the extent the claims have been adjudicated on the merits and, accordingly, binding on all subsequent litigation on the issues resolved. Upon information and belief, Defendant has reason to believe at least some of the compensation claims at issue in this case may have been previously adjudicated.

NINETEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

The claims alleged by the Plaintiff and the proposed class members are barred, in whole or in part, by the doctrine of unclean hands. Upon information and belief, Defendant asserts that Plaintiff may have previously behaved in an unethical and inconsistent manner in relation to the subject of the lawsuit.

TWENTIETH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

The Plaintiff and the proposed class members, with the exercise of reasonable diligence, could have mitigated the alleged monetary damages to themselves. The Plaintiff and the proposed class members failed to exercise such reasonable diligence and have not mitigated such alleged monetary damages. By reason thereof, they are barred, in whole or in part, from

1 recovering any damages from the Defendant. On information and belief, Defendant asserts that
 2 Plaintiff did not take reasonable steps to minimize his damages by complying with the policies of
 3 his employer and by timely reporting his perceived violations of the law to his employer.

4 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

5 (Civil Penalties Unjust, Arbitrary, Oppressive and/or Confiscatory)

6 The Plaintiff and the putative class members are precluded from recovering penalties in
 7 whole or in part under the applicable provisions of the law as, based upon the facts and
 8 circumstances of this case, any imposition of penalties would result in an award that is unjust,
 9 arbitrary, oppressive, and/or confiscatory. Plaintiff and the putative class members were offered
 10 meal and rest breaks in accordance with the law, and were paid in full all compensation due and
 11 owing them. There is a *bona fide* dispute as to whether Plaintiff and the putative class members
 12 are owed any additional wages. Defendant acted in good faith at all times. If violations exist,
 13 they are at an individualized level and Defendant did not know of, encourage, or endorse such
 14 practices. Under these circumstances, any penalties imposed upon Defendant would be unjust,
 15 arbitrary, oppressive, and/or confiscatory.

16 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

17 (Adequate Remedy at Law)

18 Plaintiff's Complaint and the causes of action alleged therein are barred, in whole or in
 19 part, because the Complaint fails to state a sufficient basis for the Court to grant any equitable
 20 relief as an adequate remedy exists at law. There is no evidence Defendant's policies are
 21 improper or that practices are consistent on a company-wide basis. Monetary damages can afford
 22 complete legal relief to Plaintiff for his alleged claims; therefore, equitable remedies are not
 23 appropriate in this case.

24 **PRAYER**

25 WHEREFORE, Defendant prays as follows:

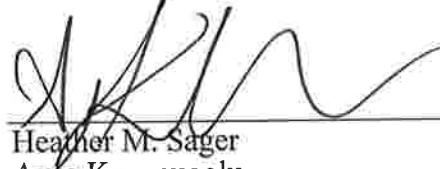
26 1. The judgment be entered in favor of Defendant and against Plaintiff;

- 1 2. That Plaintiff takes nothing by his Complaint and that said Complaint is dismissed,
- 2 in its entirety, with prejudice;
- 3 3. That Defendant be awarded its costs of suit herein;
- 4 4. That Defendant be awarded reasonable attorneys' fees as may be determined by
- 5 the Court; and
- 6 5. For such other additional relief as this Court deems just and proper.

7

8 Dated: April 5, 2017

VEDDER PRICE (CA), LLP

9 By: 

10 Heather M. Sager
11 Ayse Kuzucuoglu

12 Attorneys for Defendant
13 HARRISON GLOBAL, LLC dba
14 BOSTON COACH

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PROOF OF SERVICE BY MAIL

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 275 Battery Street, Suite 2464, San Francisco, California 94111. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On April 5, 2017, I placed with this firm at the above address for deposit with the United States Postal Service a true and correct copy of the within document(s):

DEFENDANT HARRISON GLOBAL, LLC DBA BOSTON
COACH'S ANSWER TO PLAINTIFF'S COMPLAINT

in a sealed envelope, postage fully paid, addressed as follows:

Scott Edward Cole, Esq.
Jeremy A. Graham, Esq.
SCOTT COLE & ASSOCIATES, APC
1970 Broadway, Ninth Floor
Oakland, CA 94612
Phone: (510) 891-9800
Fax: (510) 891-7030
Email: scole@scalaw.com
jgraham@scalaw.com

Following ordinary business practices, the envelope was sealed and placed for collection and mailing on this date, and would, in the ordinary course of business, be deposited with the United States Postal Service on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 5, 2017, at San Francisco, California.

Jessica Porras
Jessica E. Porras